

**AGENDA FOR COUNCIL MEETING**  
**CITY OF NEW RICHMOND, WISCONSIN**  
**MONDAY, FEBRUARY 9, 2015 - 7:00 P.M.**

**AGENDA:**

1. Call to Order
2. Clerk's Roll Call
3. Pledge of Allegiance
4. Adoption of Agenda

**PUBLIC COMMENT**

**CONSENT AGENDA:**

1. Approval of the Minutes from the Previous Regular Council Meeting, January 12, 2015 and Special Council Meeting, January 26, 2015
2. Application for Temporary Class B Beer License from Knights of Columbus for February 15, 22, 27, March 1, 8, 15, 20, 22, 27, 29, April 12, 19, 24, 26, May 3, 10, 17, July 10, 11, 2015
3. Request for Extension of Premise, Permit for Use of Amplification Devices and Exemption from Sec. 50-87 Loud and Unnecessary Noise from Gibby's Lanes on June 19, 2015
4. Application for License to Serve – Megan Walters, New Richmond; Debra A. Hebert, New Richmond; and Stephen L. Valencour, New Richmond
5. Application for Parade Permit for the St. Patrick's Day Parade on March 17, 2015 at 4:00 p.m.
6. Payment of VO#57532 through VO#57676 totaling \$305,823.25 plus electronic fund transfers of \$3,989,601.61 for a grand total of \$4,295,424.86

**DEPARTMENT REPORTS:**

- Fire Department
- Finance
- Police Department
- Administration
- Community Development
- Public Works
- Library

**UNFINISHED BUSINESS:**

(Consideration and action on matters tabled, postponed or referred to a committee at a previous meeting)

**NEW BUSINESS:**

(Action on newly introduced motions, ordinances, resolutions or other matters)

1. Retirement Announcement – Dennis Holtz
2. Resolution #021501 – Supporting the St. Croix River Crossing Loop Trail
3. EDC Recommendation for Regional Business Fund Appointment – Scott Jones

4. Bids – Centrifugal Pump
5. Bids – Rosco Vibrastat Roller
6. **Public Works Committee Recommendation**
  - a. Renaming Wall Street to 32<sup>nd</sup> Division Avenue
7. **Finance Committee Recommendations:**
  - a. City Attorney Contract
  - b. Westfield's PILOT Agreement
8. Council Work Session – February 23, 2015 at 5:00 p.m.
9. Communications & Miscellaneous
10. Closed Session per State Statute 19.85 (1)(c)(e)(g):
  - a. Staffing Update
  - b. Dionisopoulos Litigation
  - c. TID #6
11. Open Session – Action on Closed Session Agenda
12. Adjournment

Frederick Horne, Mayor

**(THE ABOVE AGENDA IS NOT NECESSARILY IN ORDER OF PRESENTATION)**

**\*\*Late Changes and Additions**

***Posted: Civic Center and Friday Memorial Library and City Website***

Mailed: Council Members, City Attorney, Utility Commission Members, NR County Board Members, New Richmond News, Northwest Community Communications, City Website and New Richmond Chamber of Commerce.

If you need a sign language interpreter or other special accommodations, please contact the City Clerk at 246-4268 or Telecommunications Device for the Deaf (TDD) at 243-0453 at least 48 hours prior to the meeting so arrangements can be made.

## REGULAR COUNCIL MEETING JANUARY 12, 2015 7:00 P.M.

The meeting was opened by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, The New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Kittel, Ard, Jackson, Hansen, Volkert, Zajkowski, and Student Representatives Elliot Smallidge and Victoria Johnson

The Pledge of Allegiance was recited.

Mayor Horne introduced Nick Vivian, from Eckberg Lammers, who is our new City Attorney.

Alderman Zajkowski moved to adopt the agenda as presented, seconded by Alderman Hansen and carried.

### **Public Comment**

There was none.

### **Consent Agenda**

1. Approval of the Minutes from the Previous Regular Council Meeting, December 8, 2014 and Special Council Meeting, December 16, 2014
2. Payment of VO#57316 through VO#57531 totaling \$2,057,294.37 plus electronic fund transfers of \$2,750,445.75 for a grand total of \$4,807,740.12

General Fund	2,699,060.33
Impact Fees Fund	855.00
CDBG – Housing	110.25
Debt Service Fund	340,804.72
Capital Projects	20,578.30
Landfill Cleanup Fund	9,869.47
TIF District #10	30.00
TIF District #6	2,775.82
TIF District #8	30.00
Storm Water Utility	14,384.67
Park Land Trust Fund	86.61
Library Trust Fund	10,237.49
Tax Agency Fund	1,708,917.46

Alderman Kittel moved to approve the consent agenda items, seconded by Alderman Ard and carried.

### **Department Reports**

Fire Department - None



Finance – Nancy Petersen reported that the auditors were here last week for preliminary audit work. They will be back the week of March 23, 2013 to complete the audit. The P-cards are here and Nancy and Bev are working on finalizing the policies, staff letters for those who are issued a card, and letters to vendors for the use of these cards. They will be conducting training sessions beginning tomorrow for these cards. Nancy has completed a Finance Team Management report which outlines the accomplishments of the Finance Team in 2014 and goals for 2015 and will report on this in February. Utility budgets including a 5 year capital savings and purchasing plan will be presented for approval to the Utility Commission at their meeting on January 21, 2015. Bev and Nancy will be working on finalizing the LRFP which will also incorporate the CIP that is on the agenda to discuss at the Council Work Session on January 26, 2015.

Police Department - Nothing

Administration – Mike Darrow reported that there will be a Public Safety Committee meeting and training. A guest speaker will be discussing the solar garden project. Mike will be providing updates in the coming months. There will be a sub-committee meeting of the Fire Board next week to work on CIP projects.

Community Development – Beth Thompson stated that the new website will be going live tomorrow afternoon. Be sure to take a look at it. By staying with GovOffice and doing the work in-house, we saved between \$10,000 and \$15,000. We also recently did a bulk ordering of janitorial supplies. Marie and Valerie did a lot of work on this. RFP's were sent out and the low bid was from Variety Office. They were able to match the price we could get on Amazon and will deliver items to the different buildings. Marie did a great job on that project. The Community Development Team met today to talk about what we did in 2014 and goals for 2015.

Public Works - Jeremiah Wendt stated that the Public Works Department has been working with Verizon on their telecommunications projects. They will need to complete some finishing touches in the spring. A company from Minnesota came out to our compost site and ground up all of the brush and branches and hauled it away. This will be used for fuel in St. Paul. Snow removal is important this time of year and Jeremiah wanted to remind residents that they need to clear their sidewalks within 24 hours after a snow event. If it is not cleared, the City will notify you and then clear it and bill you. There have been several complaints regarding people not clearing sidewalks. Please keep up with this.

Library - Kim Hennings explained that tomorrow morning the public computers will be down, but will be back up in the afternoon. There is a family camp-in this week, and preschool activities as well. Mary Sather will be hosting a History of New Richmond series starting on Friday at 1:00 p.m. Jim Zajkowski asked if this could be videotaped and broadcast on cable. Kim will look into this.

Jane Hansen thanked staff for their hard work in 2014 with the Year of the Plan and for thinking outside the box.

**WPPI Presentation**

Dan Ebert, from WPPI, gave a presentation on the partnership with New Richmond and other member utilities. The City has been in partnership with them for 34 years.

**Resolution #011501 – Designation of Depository – Misc Accounts**

Alderman Zajkowski offered the following resolution and moved for its adoption:

RESOLUTION#011501



RESOLUTION DESIGNATING PUBLIC DEPOSITORY FOR MISCELLANEOUS  
ACCOUNTS AND AUTHORIZING WITHDRAWAL OF CITY MONEYS

(a complete copy is on file in the Clerk's office)

Motion was seconded by Alderman Hansen and carried.

**Resolution #011502 – Designation of Depository**

Alderman Hansen offered the following resolution and moved for its adoption:

RESOLUTION #011502

RESOLUTION DESIGNATING DEPOSITORY AND AUTHORIZING WITHDRAWAL OF  
COUNTY, CITY, VILLAGE, TOWN OR SCHOOL DISTRICT MONEYS

(a complete copy is on file in the Clerk's office)

Motion was seconded by Alderman Ard and carried.

**Plan Commission Recommendation – Extra-Territorial CSM from Gary Cook**

The Plan Commission recommended approving the Extra-Territorial CSM from Gary & Nancy Cook on the condition that a driveway easement is to be recorded on Lot 3 and Lot 4 requiring shared use of a single driveway access to TH 64, subject to St. Croix County approval.

Considerable discussion followed. Alderman Kittel moved to approve the Plan Commission's recommendation, but the motion failed for lack of a second. Alderman Ard moved to table this item, seconded by Alderman Hansen and carried.

**Wisconsin Tourism Reimbursement Grant**

Alderman Ard explained that there is a one-time, one-of-a-kind, reimbursable event grant from the Wisconsin Department of Tourism that can be used for media expenses up to \$28,250. The VFW is requesting financial support from the City upon the award of the grant to cover media expenses associated with the Vietnam Veterans Moving Wall. The application will be submitted by February 2, 2015 and grants will be awarded in April of 2015. The VFW is asking if they receive the grant, if the City would be willing to pay the media expenses until the grant is received. Alderman Ard moved to approve gap funding with the approval of the grant, seconded by Alderman Hansen and carried.

**Leo A Daly Proposal**

The Finance Committee recommended proceeding with Task 1 in the amount of \$4,900 in order to continue with the project needs and cost identification including a facility audit of existing conditions and an opinion of probable costs. The total cost of this is \$9,800 and the New Richmond School District will split this cost. Alderman Zajkowski moved to accept the Finance Committee recommendation, seconded by Alderman Ard and carried.

**Westfields Hospital and Clinic PILOT**

This item was tabled in Finance Committee.

**New Richmond Area Ambulance Service Request to Change By-Laws**

The New Richmond Area Ambulance Service would like to amend their by-laws to separate the secretary/treasurer position on the executive board to two positions. Alderman Hansen moved to approve this change, seconded by Alderman Ard and carried.

**Council Work Session**

There will be a Council work session on January 26, 2015 at 5:00 p.m.

**Communications and Miscellaneous**

Mayor Horne stated that Brady's Brewhouse had a sprinkler head break on Sunday, and will be back open by Wednesday or Thursday this week.

**Closed Session**

Alderman Hansen moved to go into Closed Session per State Statute 19.85 (1)(g) to discuss Dionisopoulos Litigation, seconded by Alderman Ard and carried.

**Open Session**

No action was taken

Alderman Ard moved to adjourn the meeting, seconded by Alderman Hansen and carried.

Meeting adjourned at 8:30 p.m.

A handwritten signature in cursive script, reading "Tanya Reigel".

Tanya Reigel  
City Clerk

SPECIAL COUNCIL MEETING  
JANUARY 26, 2015 AT 5:00 PM

Mayor Horne opened the meeting by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, the New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Kittel, Ard, Jackson, Hansen, Volkert, and Zajkowski.

The Pledge of Allegiance was recited.

Alderman Zajkowski moved to adopt the agenda as presented, seconded by Alderman Hansen, and carried.

**Impact Fees**

Beth Thompson presented information regarding impact fees collected in the past and how they compare to other communities in the area. She also outlined a proposal for future impact fees. Considerable discussion followed regarding the proposed impact fee structure and whether changes should be made. A small sub-group will look at the preliminary information and the impact analysis report that outlines the reasons for the percentage breakdowns for the impact fees for residential versus commercial development.

**Capital Improvement Projects**

There was discussion regarding capital improvement projects and determining priorities. Considerable discussion followed regarding street and utility projects. The Utility Commission has voted to proceed with soft costs on the North Fourth Street and Paperjack Drive projects. The Public Works Committee will be discussing whether to assess for replacement of sidewalks and installation of new sidewalks. They will bring a recommendation back to the Council at a later date. At the February work session, the Council will discuss the possibility of an Aviation Technical Park.

**Communications & Miscellaneous**

Alderman Ard stated that the Loyalty Day events are listed on their facebook page. Also, Sheila Harsdorf will be in New Richmond on Thursday night, January 29, 2015.

**Closed Session**

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(e) TIF 6 Development Proposal, seconded by Alderman Hansen and carried.

**Open Session**

No action was taken.

Alderman Ard moved to adjourn the meeting, seconded by Alderman Zajkowski and carried.

Meeting adjourned at 6:55 p.m.

  
Tanya Reigel  
City Clerk



## VOUCHERS PRESENTED TO THE COUNCIL FEBRUARY 9, 2015

VO #	PAYMENT TO:	AMOUNT
57532	DARROW, MIKE	232.09
57533	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	1,924.10
57534	OSCEOLA POLICE DEPT	142.80
57535	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	169.56
57536	SIMON ELECTRIC INC	159.00
57537	ST CROIX COUNTY SHERIFF'S DEPT	180.00
57538	WI DEPT OF TRANS - TV & RP UNIT	20.00
57539	FORREST, KEVIN L.	167.16
57540	MALONEY, KATIE S.	131.74
57541	NYBERG, CLARK & VICTORIA	219.12
57542	AUFDERHAR, KIRSTEN	66.58
57543	BENEFIT EXTRAS, INC	910.50
57544	BERNARD'S NORTH TOWN INC	19,838.50
57545	BOARDMAN & CLARK LLP	758.50
57546	CARTRIDGE WORLD - HUDSON	55.99
57547	CITY UTILITIES - 2ND BILLING	29,337.39
57548	CITY UTILITIES - INVOICES	418.46
57549	CLERK OF COURT - ST CROIX CO	178.00
57550	DEMULLING, MICHAEL	100.00
57551	ENVIRONMENTAL WOOD SUPPLY LLC	500.00
57552	HINTZ, DAVID & ANN	257.46
57553	JOHN DEERE FINANCIAL	924.81
57554	LINCOLN BENEFIT LIFE	10,489.16
57555	MICHAEL BEST & FRIEDRICH LLP	225.00
57556	NEWMAN SIGNS INC	2,768.15
57557	SKOGLUND OIL COMPANY	453.75
57558	STEPHENS SANITATION - REFUSE	319.15
57559	TOMAL, JEFFREY	64.35
57560	VFIS	965.00
57561	WESTFIELDS HOSPITAL	85.50
57562	WESTFIELDS HOSPITAL (2)	125.00
57563	WI DEPT OF JUSTICE - CRIME INFO BUREAU	7.00
57564	WITC - CABLE	6,000.60
57565	XCEL ENERGY	6,253.65
57566	ZEP SALES & SERVICE	422.16
57567	AMOCO EXPRESS	15.57
57568	BREMER BANK (TAXES)	1,295.01
57569	E O JOHNSON COMPANY	215.00
57570	FISCHER, RONALD & BRENDA	43.59
57571	FRONTIER COMMUNICATIONS (2)	40.02
57572	JOHNSON, ERIC & KAREN	67.30
57573	LEO A DALY	3,125.00
57574	NYBERG, ADAM & JOHN DEGNAN	17.13
57575	WI DEPT OF TRANS - TV & RP UNIT	40.00
57576	ST CROIX COUNTY TREASURER	1,196.39
57577	AMAZON (LIBRARY)	2,343.98
57578	CONESTOGA-ROVERS & ASSOCIATES INC	6,973.95
57579	DEMCO COMPANY	2,549.88
57580	DEPT OF CORRECTIONS	280.00
57581	PIONEER MANUFACTURING COMPANY	890.85
57582	XCEL ENERGY	10,654.07
57583	ALLAN'S FLOWER SHOP	110.00
	SUB - TOTAL	114,727.97

	SUB - TOTAL CARRIED FORWARD	114,727.97
57584	AMAZON (CITY)	1,142.70
57585	AMERIPRIDE LINEN & APPAREL SERVICES	262.96
57586	AUTO VALUE	291.97
57587	AVENET, LLC	1,000.00
57588	BAISCH, FREDERICK	250.00
57589	BAKER & TAYLOR BOOKS	535.19
57590	BAKER TILLY VIRCHOW KRAUSE, LLP	2,809.00
57591	BOND TRUST SERVICES CORPORATION	700.00
57592	BOWMAR APPRAISAL INC	6,250.00
57593	CEDAR CORPORATION	761.40
57594	CHAMBER OF COMMERCE	360.00
57595	CITY UTILITIES - 1ST BILLING	1,704.98
57596	CITY UTILITIES - LANDFILL	1,303.43
57597	CITY UTILITIES - SAC CHARGES	6,500.00
57598	CITY UTILITIES - SALES TAX	65.46
57599	CITY UTILITIES - WATER IMPACT FEES	4,620.00
57600	CLEAR CHOICE PRINTING INC	457.00
57601	COX MOTOR SALES INC	828.31
57602	CROIX CRYSTAL WATER TREATMENT	19.25
57603	CWS SECURITY WATCH, LLC	216.00
57604	DAVE'S SERVICE CENTER	52.85
57605	DELL MARKETING LP	1,816.70
57606	DEPT OF PUBLIC INSTRUCTION	200.00
57607	E O JOHNSON COMPANY (2)	181.00
57608	E O JOHNSON COMPANY (3)	72.00
57609	EHLERS & ASSOCIATES INC	1,200.00
57610	FARM & HOME SUPPLY	1,026.39
57611	FELLINGER, ROSS	194.99
57612	FITZGERALD LAWN CARE, INC	316.22
57613	FLEET ONE LLC	3,191.02
57614	FLEX-O-SWEEP	54.00
57615	FREEDOM VALU CENTERS	2,804.25
57616	FRONTIER COMMUNICATIONS (3)	131.22
57617	G & K SERVICES, INC	118.24
57618	GENERATION 3 MEDIA	50.00
57619	GTI PARTS	68.52
57620	HAWK LABELING SYSTEMS	58.65
57621	HOWELL, PAT	60.00
57622	INDIANHEAD FEDERATED LIBRARY	29,278.50
57623	INDUSTRIAL HEALTH SERVICES NETWORK INC	44.40
57624	INDUSTRIAL SAFETY	11,424.25
57625	INTOXIMETERS INC	390.00
57626	IWORQ SYSTEMS	2,792.00
57627	KROLL'S EXCAVATING INC	625.00
57628	KWIK TRIP / KWIK STAR STORES	1,565.87
57629	LOCAL GOV'T PROPERTY INSURANCE FUND	38,897.00
57630	LOCATORS & SUPPLIES INC	99.99
57631	MAC QUEEN EQUIPMENT INC	705.51
57632	MEHLS, CHARLES	184.53
57633	MID-AMERICAN RESEARCH	115.24
57634	MID-STATES ORGANIZED CRIME INFORMATION CENTER	150.00
57635	MINNESOTA LIFE INSURANCE CO	2,279.37
57636	MOORE MEDICAL, LLC	2,110.83
57637	MORTON SALT, INC	6,070.26
57638	MOTION TROPHIES/EXPRESS LASER ENGRAVING	25.00
	SUB - TOTAL	253,159.42

	SUB - TOTAL CARRIED FORWARD	253,159.42
57639	NECHVILLE EXCAVATING INC	625.00
57640	NEW RICHMOND CEMETERY ASSN	15,000.00
57641	NEWMAN SIGNS INC	61.33
57642	NOBLE'S TIRE SERVICE INC	9,556.24
57643	O'REILLY AUTOMOTIVE INC	183.61
57644	OFFICE MAX CONTRACT INC	132.88
57645	OTIS ELEVATOR COMPANY	2,777.64
57646	PACKAGING TAPE INCORPORATED	83.93
57647	PEDERSON, JOEL	975.00
57648	POWERPLAN	679.11
57649	POWERS, MICHAEL	139.99
57650	PREFERRED LEASING & INVESTMENTS LLC	132.62
57651	QUILL CORPORATION	27.99
57652	RESEARCH TECHNOLOGY INT'L	156.85
57653	RICE, CYNTHIA	900.00
57654	RIVERTOWN MULTIMEDIA	504.79
57655	RUNNING, INC	6,799.96
57656	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	178.49
57657	SMITH MICRO TECHNOLOGIES INC	400.00
57658	SPRINT	144.98
57659	ST CROIX AUTOMOTIVE	46.29
57660	ST CROIX COUNTY SHERIFF'S DEPT	133.86
57661	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	678.34
57662	STATE OF WI - COURT FINES & ASSESSMENTS	1,932.86
57663	STEPHENS SANITATION - RECYCLING	3,991.00
57664	TAPCO INC	391.14
57665	UNIFORMS UNLIMITED	237.46
57666	UTECHT'S SAND & GRAVEL	966.31
57667	VARIETY OFFICE PRODUCTS	550.30
57668	VERIZON WIRELESS (CITY)	269.97
57669	VERIZON WIRELESS (POLICE)	235.07
57670	VILLAGE OF STAR PRAIRIE	229.68
57671	WASHINGTON NATIONAL INS CO	409.90
57672	WHIPLASH DESIGNS & GRAPHICS	1,280.00
57673	WI DEPT OF JUSTICE - TIME	318.00
57674	WI PARK & RECREATION ASSN	150.00
57675	WI PROFESSIONAL POLICE ASSN, INC	570.50
57676	WITC - NEW RICHMOND	812.74

**TOTAL VOUCHERS**

**305,823.25**



**TOTAL VOUCHERS****305,823.25****ELECTRONIC FUND TRANSFERS**

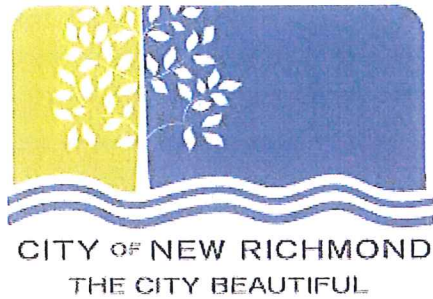
PAYROLL (1/23, 2/6))	213,784.15
DEFERRED COMP	9,730.00
ROTH - WI	200.00
FEDERAL W/H	83,629.09
STATE W/H	15,357.22
POSTAGE	2,000.00
LT DISABILITY PREMIUMS	1,448.67
INSURANCE - EMC	-
MEDICAL PREMIUMS	87,457.50
RETIREMENT	55,466.96
VISA	4,474.13
HRA	6,951.97
WI - SCTF	800.00
FLEX SPENDING	3,062.42
EMPLOYEE FUND	222.00
FIREMEN DUES DEDUCTIONS	380.00
INVESTMENT TRANSFER	3,500,000.00
AFLAC	1,564.03
ASM TRANSFER	-
IMPACT FEE TRANSFERS	1,710.00
SPORTS CENTER LEASE	-
LIBRARY LEASE	-
MISC - RESTITUTIONS	-
TID FEES	-
WPPI LOAN PMTS	1,363.47
DEBT PAYMENTS	-

**TOTAL ELECTRONIC FUNDS****3,989,601.61****GRAND TOTAL****4,295,424.86**

CHAIRMAN OF FINANCE COMMITTEE

2/9/2015

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156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO:** Mayor and City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** February 4, 2015

**RE:** Resolution – Loop Trail Access

**Background**

The St. Croix Bike and Pedestrian Trail Coalition has asked for the City's support in recommending access from the proposed bike and pedestrian "Loop Trail" that is being constructed as part of the St. Croix Crossing project to the HWY 35 bridge that it will cross under. Providing access at this point would eliminate the need for bicyclists and pedestrians to travel an extra 1.5 miles to access HWY 35 to head south toward Hudson. A copy of the resolution, which has been reviewed by the Park Board and recommended for approval, is attached.

RESOLUTION #021501  
City of New Richmond Wisconsin  
SUPPORTING A LINK FROM THE ST. CROIX RIVER CROSSING LOOP TRAIL  
ON TO THE HWY 35 BRIDGE OVER THE NEW HWY 64

WHEREAS, the Wisconsin Department of Transportation is planning to build a bike and pedestrian trail in Wisconsin, currently referred to as the Loop Trail, as part of the St. Croix River Crossing Project; and

WHEREAS, the Loop Trail connects Minnesota and Wisconsin across both the Stillwater Lift Bridge and the new St. Croix River Crossing Bridge; and

WHEREAS, the Loop Trail, as currently configured, has no provision for an exit at the southern end of the Loop Trail in Wisconsin as it crosses the new St. Croix River Bridge between Minnesota and Wisconsin; and

WHEREAS, there has been a decades old desire to connect the Stillwater Lift Bridge and the Interstate 94 Bridge via a safe and accessible trail between the two bridges; and

WHEREAS, the Interstate 94 Bridge currently has a trail accommodation between Minnesota and Wisconsin; and

WHEREAS, a connection to the Hwy 35 bridge on the southern end of the Loop Trail would create a number of trail connection possibilities as follows:

1. A short trail south on Hwy 35 to St. Croix County Road V which would allow an efficient connection to Willow River State Park; and
2. A connection to the Village of North Hudson, its existing and proposed trails and parks, businesses and attractions, and access to the St. Croix River; and
3. A connection to the City of Hudson, its existing and proposed trails and parks, historic downtown, businesses and attractions, and access to the St. Croix River; and
4. A connection between the cities of Hudson and Stillwater and their respective historic downtowns; and
5. A connection to the Interstate 94 Bridge that crosses into Minnesota; and

WHEREAS, without Loop Trail access on to the Hwy 35 bridge, an alternate route to the attractions referenced above would be a trail between Houlton and the Hwy 35 bridge - a much longer, duplicative and likely more costly connection also requiring an accommodation on the Hwy 35 bridge;

NOW THEREFORE, BE IT RESOLVED that the City of New Richmond officially supports action by the Wisconsin Department of Transportation as the Loop Trail is designed in 2015 to create a trail accommodation from the Loop Trail on to the Hwy 35 Bridge that crosses over the newly constructed Hwy 64, a part of the St. Croix River Crossing Project.

I hereby certify that the foregoing resolution was duly adopted by City of New Richmond at a legal meeting held on the 9th day of February, 2015.

\_\_\_\_\_  
Fred Horne, Mayor

Attest: \_\_\_\_\_  
Tanya Reigel, City Clerk





156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO:** Mayor and City Council Members

**FROM:** Beth Thompson, Community Development Director

**DATE:** February 6, 2015

**RE:** Proposed Member of the Regional Business Fund

**Background**

On January 15, 2015, the Economic Development Commission met and discussed putting a new member on the Regional Business Fund Committee. Heather McAbee was the former member and her term has been completed. With that being said, the City of New Richmond needs to make a recommendation/appointment of a new community member specifically with a banking background to this committee. During the EDC meeting a motion was made to nominate Scott Jones to replace Heather McAbee on the Regional Business Fund Committee.

**Recommendation**

The Economic Development Commission recommends Scott Jones be appointed to the Regional Business Fund Committee.

**CITY OF NEW RICHMOND  
ECONOMIC DEVELOPMENT COMMISSION  
MINUTES OF MONTHLY MEETING  
January 15, 2015**

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of the Economic Development Commission was called to order by President Mike Darrow at 7:35 a.m. on January 15, 2015.

Roll call was taken.

**Members Present:** Judy Simon, Scott Jones, Karl Skoglund, Summer Seidenkranz, Chris Polfus, Jim Zajkowski, and Mike Darrow

**Members Absent:** John Soderberg, Susan Lockwood, Scot Destasio, and John Walsh

**Others Present:** Beth Thompson, Marie Bannink, Bill Rubin, and Mark Mitchell

Jim Zajkowski moved to adopt the agenda, seconded by Summer Seidenkranz and carried.

Chris Polfus moved to approve the minutes of the November 6, 2014 meeting, seconded by Jim Zajkowski and carried.

**2015 Goals:**

- Impact Fees – analysis of fees
- Visit Businesses – one EDC member with Mike and Beth
- Researching infrastructure to the Airport area – visit Oshkosh Airport
- Putting together a welcome packet/phone calls

A motion was made by Judy Simon to pursue Momentum West certified site program, with a onetime \$500.00 fee, seconded by Jim Zajkowski, motion carried.

**Set up Subcommittees:**

- **Marketing Committee** – Scott Jones, Summer Seidenkranz, Jim Zajkowski  
Business and Site Selector Visits
- **Highway 64/65 Committee** – Karl Skoglund, John Soderberg, John Walsh  
Working with the DOT and other groups to discuss possible future needs
- **Downtown Plan Implementation Committee** – Chris Polfus, Rob Kreibich, Jeremiah Wendt  
Ideas/Strategies to implement our 2013 Downtown Plan
- **Covenants Committee** – Judy Simon, Summer Seidenkranz, Susan Lockwood  
How to move forward with our covenants/possible changing to design standards/other ideas

**Propose a member to serve on the St. Croix EDC:**

Bill Rubin gave background information on four vacancies on the St. Croix EDC board. Anyone interested can contact Bill.

**Propose a member to serve as NR rep on the Regional Business Fund:**

Bill Rubin explained how the Regional Business Fund operates. A motion was made by Jim Zajkowski to nominate Scott Jones as the New Richmond rep for the Regional Business Fund, seconded by Judy Simon, motion carried. This will be brought to the formal Council for formal adoption.

**Project Updates:**

- The new City website was reviewed. This was done internally with a savings of \$10-15,000.00. Suggestion was made to add schools, restaurants, and WITC. This site is easier to navigate.
- TID 10 Phillips is in the process of expanding with completion in September and 100 – 150 additional jobs.
- The final approval was given to Bill Webber, Backyard Paradise. He will start construction this winter and be located on Madison and West Richmond Way.

**St. Croix EDC – Bill Rubin**

- November 2014 unemployment rate for St. Croix County was 2.8%, State rate at 5.2%
- Legislative Day is set for February 11, 2015
- Business of the Year Banquet will be February 26, 2015, at Ready Randy's. The EDC's selection of Magma Flooring LLC (City of River Falls) received emerging business of the year, 45th Parallel Spirits, LLC (City of New Richmond) received small business of the year, and Vital Plastics, Inc. (Village of Baldwin) is recipients of the large business of the year. The EDC board of directors also named Daryl Standafer (Village of North Hudson resident) as the recipient of the 2014 EDC Directors Award.

**Chamber of Commerce – Mike Darrow**

- Scot Destasio will be leaving his current job in New Richmond and Mike Darrow commended him being an authentic leader and one who gives back.
- The annual Chamber Dinner will be Wednesday, January 28, 2015

**Adjournment:**

Motion was made by Summer Seidenkranz to adjourn, seconded by Judy Simon and carried. The meeting adjourned at 8:50 a.m.

Minutes by Marie Bannink  
Administrative Assistant

cc: Mayor Horne, Clerk and City Council





156 East First Street  
New Richmond, WI 54017  
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[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO:** Mayor and City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** February 5, 2015

**RE:** Bids – Centrifugal Pump

**Background**

We received the following bids for the centrifugal pump:

Glen Skogen	\$1,050.00
Ben Meyer	\$ 515.15
Steve Foster	\$ 293.00

**Recommendation**

Staff recommends accepting the highest bid from Glen Skogen for \$1,050.00.



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**TO:** Mayor and City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** February 5, 2015

**RE:** Bids – Rosco Vibrastat Roller

**Background**

No bids were received for this roller.

**Recommendation**

Staff recommends advertising this roller on Craig's list. The Street Department got it running so they feel it is worth more than scrap value.



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# MEMO

**TO:** Mayor Fred Horne, City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** January 29, 2015

**RE:** Renaming Wall Street to 32<sup>nd</sup> Division Avenue

By ordinance 117-28 (N) the City has the right to rename any street in the City in the interest of public safety or to preserve the continuity of street names. Such change must be made by a resolution that includes language amending all other resolutions and ordinances containing said changed street name. The "avenue" suffix is appropriate per the standard set in the ordinance for "long or contiguous streets running north and south".

The zoning administrator is tasked with serving notice of the street name change to all property owners affected, as well as notifying the St. Croix County Land & Planning Office, US Postal Service, Frontier Communications, New Richmond Ambulance Service, New Richmond Utilities, New Richmond Fire Department, New Richmond Police Department and the contracted City Assessor.

The current proposal affects 4 property owners currently; one residence, the National Guard Armory, the American Legion property, and Northern Natural Gas. Should the proposal be extended to include the entire portion of Wall Street an additional 11 properties would be affected.

The Public Works Committee recommends renaming the portion of Wall Street from Highway 64 north to the City limits to 32<sup>nd</sup> Division Avenue. The four affected property owners have been notified by letter of the proposed change and invited to attend tonight's council meeting.



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**TO:** Mayor and City Council

**FROM:** Mike Darrow, City Administrator

**DATE:** February 6, 2015

**RE:** City Attorney Contract

**Background**

The Finance Committee discussed the City Attorney Contract at their meeting on February 2, 2015 and recommended to proceed with the contract as presented.

**Recommendation**

Staff recommends proceeding with the City Attorney Contract as recommended by Finance.



## CONTRACT FOR CIVIL LEGAL SERVICES

THIS CONTRACT FOR CIVIL LEGAL SERVICES ("Agreement") dated December 15, 2014 is entered into by and between the City of New Richmond, Wisconsin, with its principal office located at 156 East First Street, New Richmond, Wisconsin 54017 ("City") and the law firm of Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P., with its office located at 430 Second Street, Hudson, Wisconsin 54016 ("Law Firm"), for the purpose of engaging the Law Firm to provide civil legal services to the City.

### RECITALS

A. The City Council of the City has selected the Law Firm to provide civil legal services to the City. Upon the execution of this Agreement, the Law Firm will provide civil legal services to the City, and will exclusively provide such services commencing on or about January 1, 2015 ("Commencement Date"), or at an earlier date as agreed to by the parties.

B. The City and Law Firm desire to enter into a contract for three (3) years with hourly rates outlined as follows provided the Law Firm receives a favorable review from the City Council after the first full year term of the Agreement. This review shall be conducted by the City's Finance Committee during its last meeting of the year in December 2015. A recommendation to the full City Council for the remaining four (4) years, if approved by the Finance Committee, shall be submitted during the first Council meeting in January 2016.

	2015	2016	2017
Hourly Rate – Attorney*	\$150	\$155	\$160
Hourly Rate – Support Personnel			
Paralegals	\$80	\$80	\$80
Law Clerks	\$75	\$75	\$75
Developer-Reimbursed Rate**	\$200	\$210	\$220
Attorney Meeting Attendance****	\$250	\$250	\$275

\* The hourly rates for all attorneys will be the same.

\*\* This fee applies if the work proposed is to be ultimately paid for or reimbursed by a private developer. This fee is the same for all attorneys.

\*\*\* Fees are proposed for a three-year period. This period may be adjusted pursuant to the expectations of the City.

\*\*\*\* Attorney meeting attendance is a flat fee, no matter how long the meeting. This flat-fee will apply to all regular Common Council meetings, as well as requested attendance at special Common Council meetings and workshops, and regular and special City committee and commission meetings. Attendance at City staff meetings will be billed at the then-applicable hourly rate.

C. Regardless of the total number of hours billed by the Law Firm during the 2015 - 2016 calendar year, the total contract for that calendar year for general legal services shall not exceed \$24,000 and shall include up to 18 City Council meetings. The Law Firm shall implement a process for tracking the aggregate fees billed to the City. The City and the Law Firm acknowledge and agree that the City will allocate additional funds for legal services for special project work as designated by the City. The City shall notify the Law Firm of such special allocations so the legal fees associated with the special allocations can be tracked separately. The City and the Law Firm will review the cap on general legal services on an annual basis and will determine, prior to January 1 of each year, the appropriate cap for the succeeding year.

**NOW THEREFORE, IN CONSIDERATION OF** the mutual promises contained herein and other good and sufficient consideration, the parties agree to the following:

### **TERMS**

**1.1 Scope and Nature of General Counsel Services:** The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a. Attendance at 16 – 18 City Council meetings. Attendance at special City Council meetings/workshops, and City committee meetings (including Planning Commission meetings) as requested.
- b. Attendance at monthly staff meetings at City Hall.
- c. Review of City Council, City committee, and Planning Commission agenda items and minutes.
- d. Teleconference and in-person meetings with the City Administrator, City Officials, and City department heads to identify issues of short and long-term importance.
- e. Drafting of and revisions to City ordinances, resolutions and regulations.
- f. Drafting of municipal contracts, joint powers agreements, and the like; Review of contractor/vendor bond and insurance documents.
- g. Research and preparation of legal opinions on municipal or other legal matters, including open meeting law/data practices issues and general municipal employment matters.
- h. Providing regular updates on significant developments in laws affecting the City to the City Administrator, City Council and City staff.
- i. Providing a yearly legislative update.

- j. Providing regular in-service presentations as requested to City staff and City officers on topics selected by the firm and City with special emphasis on new developments in the law (e.g. labor issues/data practices issues/land use issues).

**1.2 Best Legal Practices Initiatives:** In addition to the retainer services, throughout the period of its representation, the Law Firm shall furnish regular “Best Legal Practices Initiative Services.” The services shall include on-site meetings with City staff and department heads and, where appropriate, the City Administrator and City Council to perform the specified initiatives. It is expected that the specified best practices initiatives may change as required by the growth and change of the City. All practices shall be benchmarked against those of other leading cities, not limited to cities in Wisconsin. These services shall include, but shall not be limited to:

- A. **Municipal Infrastructure Best Practices:** The Law Firm shall regularly:
  - 1. Update the City Administrator and City Council on current methods of funding needed municipal infrastructure including alternate methods of securing infrastructure improvements.
  - 2. Review and advice shall make reference to existing and new legislation but also City-initiated methods of sharing or eliminating costs.
  - 3. Benchmark infrastructure cost recovery efforts against other leading cities.
- B. **Department Specific Best Practices:** The Law Firm shall regularly review the internal processes and procedures of City departments to furnish recommendations in order to:
  - 1. Reduce or avoid future liability and litigation;
  - 2. Benchmark department legal processes against other leading cities;
- C. **Planning/Engineering Legal Best Practices:** The firm shall:
  - 1. Perform annual review of Planning/Engineering documents related documentation to ensure that the documents are up to date, consistently utilized correctly and sufficiently protective of City financial and planning interests,
  - 2. Make regular recommendations for standardization of City documents, development agreements and contracts and processes using templates and checklists where advisable to improve efficiency and predictability,



3. Devise solutions for avoidance of liability and litigation, and assurance of proper development close out including recordation of all necessary conveyances,
4. Regularly benchmark Planning/Engineering legal processes, documentation and against other leading cities;

D. Zoning/Subdivision/Regulatory Ordinance Best Legal Practices: The Law Firm shall regularly:

1. Furnish examples of, and suggestions for, zoning, subdivision and regulatory ordinance improvements and modifications based upon needs identified by the Law Firm and the City and also based upon legislative changes;
2. Benchmark such ordinances against other leading cities;

**1.3 Other Matters:** The parties contemplate that the Law Firm may also provide civil legal services outside the scope of services covered by the general and “best practices” service as described in paragraphs 1.1 and 1.2 above. These services shall be handled as follows:

- 1.3.1 Contested Case Matters:** The Law Firm will provide, and the City shall utilize the Law Firm for representation in, contested cases, provided the City has the right to select counsel in the contested case, and provided the City determines, in its reasonable discretion, that the Law Firm has the skill and experience to represent the City in a fashion that the City deems to be in its best interests given the expertise, costs, and litigation service delivery available from other law firms. These legal services will be billed to the City in accordance with a separate agreement between the parties hereto.
- 1.3.2 Bond Attorney Matters:** The Law Firm is a “nationally recognized bond counsel” under the requirements of *The Bond Buyer’s Municipal Marketplace* (also known as the “Redbook”). The Law Firm will therefore perform public finance, economic development, TIF, bond counsel, and other finance legal services as requested by the City.
- 1.3.3 Prosecution Attorney Matters:** The Law Firm recognizes that the City is under contract with a different law firm for the provision of prosecution legal services. The Law Firm will therefore not perform legal services as a prosecuting attorney, except as otherwise directed by the City or as required in a conflict situation with the City’s prosecuting attorney (and as agreed to by such prosecuting attorney). The Law Firm will work with the prosecuting attorney in the transition of any matters from civil to criminal representation, and vice-versa.

**2. Reimbursable Costs and Expenses.**

**2.1 General Rule:** The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement.

**2.2 Specific Rates:**

<u>Description of Costs</u>	<u>Rate</u>
Mileage*	I.R.S. Rates (except local)
Parking	Actual Cost
Meals	No Reimbursement
Photocopying	\$0.20 per page
Facsimile	\$0.20 per page
Long Distance Telephone	\$0.00
Postage	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost

\*The City shall not be charged mileage for traveling to and from the Law Firm's main office for general City/attorney matters or required City Council meetings.

**3. Matters Covered by Insurance:** The Law Firm will assist the City in submitting claims for insurance coverage to various insurance carriers. Whenever a claim is made with an insurance carrier, which arises out of a legal issue within the scope of this Agreement, the City will recommend that the Law Firm be utilized by the insurance carrier in the matter for which the claim is made. The City may recommend the Law Firm to an insurance carrier for claims arising out of matters which are outside the scope of this Agreement. At the point in time when an insurance carrier admits coverage, and to the extent that such carrier will provide retroactive payments for attorneys' fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not from the City. To the extent that an insurance carrier does not pay for legal services rendered by the Law Firm, including any deductibles, the City will pay the Law Firm for services rendered at the rates charged to the insurance company, subject to billing and payment provisions of paragraph 5.

4. **Conflict of Interest and Attorney/Client Privilege Issues:**

- 4.1 **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter.
- 4.2 **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.

5. **Billing Format, Cycle, Payment Expectations and Interests.**

- 5.1 **Billing Format:** The Law Firm will submit monthly statements, for both retainer and non-retainer matters, itemizing legal services rendered for the prior month broken down into easily understandable categories.
- 5.2 **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.
- 5.3 **Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- 5.4 **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Nicholas J. Vivian at the Law Firm stating the nature of the dispute.
- 5.5 **Term:** The term of this Agreement will be from January 1, 2015 through December 31, 2020. The term of this Agreement is contingent upon the City Council's favorable review from the City Council after the first full year term of the Agreement as described in Recital B. The Law Firm recognizes that the firm currently providing civil legal services to the City may cease providing such services prior to January 1, 2015 and the Law Firm may begin providing services at that time as determined by the City.
1. During the term of this Agreement, either party may terminate this Agreement upon 60 calendar days' written notice to the other party.
  2. The parties agree to mutually evaluate the usage of legal services at any time, and at a minimum, annually during this Agreement to evaluate usage and identify areas where modification(s) in the parties' relationship may be mutually beneficial.



3. In the event Nicholas J. Vivian vacates the position of lead, authorized attorney, at its option, the City may terminate this Agreement upon five (5) days written notice to the Law Firm.

**5.6 Authorized Contact Persons:** Nicholas J. Vivian will act as lead attorney for the City. However, the parties contemplate that other attorneys in the Law Firm will also be providing services to the City subject always to advance approval by the City.

**5.7 City Approval:** Subject to the timing provisions of this Agreement described above, the Law Firm is authorized to commence providing civil legal services to the City upon the execution of this Agreement by the City.

**CITY OF NEW RICHMOND**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Fred Horne  
Its: Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Mike Darrow  
Its: City Administrator

**ECKBERG, LAMMERS, BRIGGS,  
WOLFF & VIERLING, P.L.L.P.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Nicholas J. Vivian  
Its: Partner



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**TO:** Mayor and City Council

**FROM:** Mike Darrow, City Administrator

**DATE:** February 6, 2015

**RE:** Westfield's PILOT Agreement

**Background**

The Finance Committee discussed the PILOT agreement with Westfield's at their meeting on February 2, 2015 and recommended to proceed with some changes.

**Recommendation**

Staff recommends proceeding with the PILOT agreement as recommended by Finance.

## AGREEMENT REGARDING CITY SERVICES

This Agreement for payment in lieu of taxes (this "Agreement") is made, effective January 1, 2015, by and between the City of New Richmond, a statutory city organized and existing under the laws of the State of Wisconsin (hereinafter sometimes called the "City") and Westfields Hospital, Inc. d/b/a Westfields Hospital and Clinic, a nonstock corporation organized and existing under the laws of the State of Wisconsin (hereinafter sometimes called the "Corporation"). The Corporation is part of the HealthPartners family of care.

### WITNESSETH:

WHEREAS, the Corporation owns real estate which is located in the City and is legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Corporation has been recognized as exempt from taxation under Section 501(a) of the Internal Revenue Code ("Code") by virtue of being described in Code Section 501(c)(3).

WHEREAS, the Corporation's two corporate members are Group Health Plan, Inc. d/b/a HealthPartners Medical Group ("HealthPartners Medical Group"), a Minnesota non-profit corporation, and RH-Wisconsin, Inc. ("RH-Wisconsin"), a Wisconsin nonstock corporation. Both RH-Wisconsin and HealthPartners Medical Group are exempt from taxation under Section 501(a) of the Code by virtue of being described in Code Section 501(c)(3).

WHEREAS, the Corporation acquired substantially all the assets of the New Richmond Clinic division of Western Wisconsin Medical Associates, P.A, including the lease of the Property (the "Project") effective October 1, 2013; and

WHEREAS, the physicians previously employed by the New Richmond Clinic are now employees of the nonprofit HealthPartners Medical Group and are contracted to practice in Corporation's hospital-based clinic on the Property, and the non-physician employees previously employed by the New Richmond Clinic are now employed by the Corporation, effective October 1, 2013.

WHEREAS, the Corporation recognizes that, notwithstanding property tax exempt status of the Property, valuable government services and benefits will be provided to it and that Property, which services and benefits directly or indirectly relate to the public health, safety welfare, and which include, but are not limited to fire and police protection, paved streets and sidewalks, street lights and snow removal; and

WHEREAS, the Corporation is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Property is exempt from property taxation under Wisconsin Statutes Section 70.11(4), and as such, will no longer pay property taxes; and

WHEREAS, the Corporation and the City have each determined that it is in their best interests to enter into this Agreement, with the Agreement being subject to: (i) the Corporation



being the holder of legal title to the Property; and (ii) the City determining that the Property is tax exempt under the Corporation's use, occupancy and ownership; and

WHEREAS, the Corporation wishes to make voluntary payments in lieu of taxes ("PILOT") to the City in recognition of the services and benefits referred to herein and desires its compensation to the City be utilized by the Park's Department for operational expenditures of park maintenance and recreational programs.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

## **ARTICLE I** **REPRESENTATIONS, ETC.**

Section 1.01. Representations by the City. The City makes the following representations as the basis for its undertakings herein:

- (a) The City is a statutory city duly organized and existing under laws of the State of Wisconsin.
- (b) The execution, delivery and performance of this Agreement by the City does not violate any agreement, law, rule regulation or any court order or judgment in any litigation to which the City is a party or by which it is bound.
- (c) The City has been duly authorized to enter into this Agreement and to perform the terms hereof.

Section 1.02. Representations by the Corporation. The Corporation makes the following representations, warranties and covenants:

- (a) The Corporation is a non-profit corporation duly organized and existing under the laws of the State of Wisconsin and is duly qualified to do business in the State of Wisconsin.
- (b) There is no litigation pending, or to the best of its knowledge threatened, against the Corporation affecting its ability to develop and operate the Project or to carry out the terms of this Agreement.
- (c) The Corporation has been duly authorized to enter into this Agreement and to perform the terms hereof.

## **ARTICLE II** **CITY SERVICES**

Section 2.01. City Services. The City hereby agrees to provide the Corporation and the Property with all of the services that it provides to property owners and the public in general within the City limits, including ,without limitation, police protection, fire protection services, public streets, snow removal from adjacent public streets, public street and sidewalk maintenance and public street lighting (referred to generally as "Municipal Services"). Nothing herein shall

require the City to remove snow from, maintain, or repair any property or facilities located on the Property that are owned solely by the Corporation.

### **ARTICLE III**

#### **PAYMENT FOR CITY SERVICES**

Section 3.01. Payment for City Services. In recognition of the services and benefits described herein, the Corporation agrees to pay to the City, for the Municipal Services that the City will provide to the Property, an initial payment of Forty Thousand Dollars (\$40,000.00). The fee due to the City under this Agreement shall be paid on January 31 of each year. The initial year payment of \$40,000.00 shall be paid by January 31, 2015. For each year after 2015, Corporation will make a payment based on Corporation's financial performance during the immediately preceding year and whether Corporation has met its budget for the year. Corporation will inform the City on September 30<sup>th</sup> of each year, of Corporation's performance YTD. Based on Corporation's YTD performance, Corporation, in its sole discretion, will inform the City in writing on or before September 30<sup>th</sup> whether Corporation will make a PILOT payment, and in what amount, on January 31 for the upcoming calendar year. In the event that Corporation informs the City it will not make a PILOT payment in a minimum amount \$\_\_\_\_\_, or the Corporation fails to make the full PILOT payment to which it committed by January 31, the City may terminate this Agreement effective as of January 1 of such year.

Section 3.02. Special Assessments. Notwithstanding Section 2.01 or property exempt status of the Property, the Corporation understands that it may be subject to special charges and special taxes as defined in § 74.01, Wis. Stats. (and as also referred to in Ch. 66, Wis. Stats.) and fees charged in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to commercial buildings within the City. This provision shall not affect City's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the Property and/or similarly situated property pursuant to Section 3.01. Nothing contained herein shall preclude the Corporation from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes or fees.

Section 3.03. Use of PILOT Payment. The City may use and expend the PILOT payments hereunder, as described above, for the City's Park Department for the initial year the payment is made. For each year after 2015, the City and Corporation will mutually agree on the use. The City shall provide a list of proposed uses of the PILOT payment by September 1st of the year preceding the date such payment is due, and the Corporation shall select one of such proposed uses as part of the written notification due on September 30th of each year.

### **ARTICLE IV**

#### **TERM**

Section 4.01. Agreement Regarding Property Taxes. The Property is exempt from property taxation as a Property solely used for benevolent purposes under Wisconsin Statutes § 70.11. This Agreement shall remain in effect as long as the Property remains exempt from property



taxation. If at any time during the term of this Agreement the Property is not owned by a benevolent institution as defined under Wisconsin Statutes § 70.11, this Agreement shall be null and void.

Section 4.02. Renewal. The term of this Agreement shall be for one year, effective as of January 1, 2015, and automatically renew for additional one year terms, unless otherwise terminated.

Section 4.03. Tax Exempt Status. If for any reason, the City determines that all or any portion of the Property does not qualify for exemption from property tax: (i) City shall provide written notice of such determination to Corporation no later than May 31 of that tax year; (ii) no PILOT payment shall be due under this Agreement with respect to any year for which exemption, in full or in part, does not apply; (iii) if a PILOT payment has been paid for such tax years, City shall promptly refund such PILOT payments or, at the option of the City, offset such PILOT payments against any property taxes due on the Property, in which case City will treat such offset as having been made under protest; and (iv) the Property, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for that and any subsequent years for which an exemption has been determined not to apply. If the Corporation disagrees with City's determination that the Property, or any part thereof, no longer qualifies for tax exemption, the Corporation may challenge such determination by following any procedure provided under Wisconsin law.

Section 4.04. Termination of Agreement. This Agreement shall terminate on the earliest of any of the following dates:

(i) The day before the respective January 1 of the year for which the City determines that the Property no longer qualifies for property tax exemption.

(ii) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from general property tax or similarly situated owners of exempt property for the type of municipal services covered by this Agreement.

(iii) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property.

(iv) At any time, for any reason, upon six months written notice from the Corporation, to the City.

(v) By the City in accordance with Section 3.01, or for any reason, upon six months written notice from the City to the Corporation.

## ARTICLE V MISCELLANEOUS



Section 5.01. Governing Law. The parties agree that this Agreement shall be governed construed in accordance with the laws of the State of Wisconsin.

Section 5.02. Time is of the Essence. Time shall be of the essence of this Agreement.

Section 5.03. Counterparts. If this Agreement is executed by any number of counterparts, each which shall be an original, but all of which shall constitute one in the same instrument.

Section 5.04. Interpretation: Severability. If any one or more of the provisions, sentence, phrases or words of this Agreement or any application thereof shall be held or determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining phrases, sentences, phrases or words of this Agreement and any other application thereof shall in no way be affected or impaired and shall remain in full force and effect.

Section 5.05. Successors and Assigns. This Agreement is binding on and inures to the benefit of the successors and assigns of the parties hereto, provided said successors and assigns are non-profit corporations duly organized under the laws of the State of incorporation and the tax exempt status of Wisconsin Statutes Section 70.11 is satisfied.

Section 5.06. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the following address:

The City:                      City of New Richmond  
   156 East First Street  
   New Richmond, WI 54017

The Corporation:            Westfields Hospital and Clinic  
   535 Hospital Road  
   New Richmond, WI 54017

Or at such address as either party may, from time to time, designate in writing and forward to the other party.

Section 5.07. Amendment. This Agreement may be amended from time to time as the City and the Corporation shall mutually agree in writing, executed by both parties.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on or as of the day and year first written above.

City of New Richmond

Westfields Hospital and Clinic

By: \_\_\_\_\_  
Frederick Horne, Mayor

By: \_\_\_\_\_  
Steve Massey, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tanya Reigel, Clerk  
Date: \_\_\_\_\_